

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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FRANKLIN HAMILTON, LLC,

Petitioner,

ECF CASE  
Case No. 08 CIV 7449 (JFK)

-against-

**PETITION FOR CONFIRMATION  
OF ARBITRATOR'S AWARD**

CREATIVE INSURANCE UNDERWRITERS,  
INC.,

Respondent.  
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Petitioner, Franklin Hamilton, LLC, by its attorneys, Kazlow & Kazlow, for its Petition against respondent, Creative Insurance Underwriters, inc., alleges as follows:

**The Parties**

1. Petitioner is a limited liability company, which is organized, and exists under the laws of the State of New York. Petitioner maintains its principle office and place of business at 700 Fairfield Avenue, Stamford, Connecticut, 06902. Petitioner is, and at all relevant times was, in the business of introducing companies in the insurance brokerage industry for the purpose of mergers or acquisitions.

2. Respondent, Creative Insurance Underwriters, Inc., is a corporation which is formed, and exists, under the laws of the State of Florida, with its office and principal place of business located at 2475 Aloma Avenue, Winter Park, Florida 32792. Respondent was in the business as a firm of insurance agents and brokers. Respondent retained petitioner to seek a purchaser to purchase petitioner or its assets.

**The Arbitration Award, Jurisdiction and Venue**

3. This Petition is brought to confirm an arbitration award (Exhibit "A"), in the total amount of \$132,500.00, which was issued on or about April 22, 2008 by an Arbitrator appointed

by the American Arbitration Association. The arbitration was brought to collect money that is due to petitioner from respondent for petitioner's fees earned by locating a company which purchased respondent's assets.

4. The Court has subject matter jurisdiction due to the complete diversity of the citizenship of the parties, pursuant to 28 U.S.C. §1332(a)(1). Venue is proper in the Southern District of New York pursuant to 28 U.S.C. § 1391(a)(2). In particular:

A. The parties' citizenship is diverse because petitioner is a New York company with offices located in Connecticut, whereas respondent is a citizen of the State of Florida within the meaning of 28 U.S.C. §§ 1332(c)(1);

B. The amount of the arbitration award, i.e. \$132,500.00, is in excess of the \$75,000.00 jurisdictional minimum for diversity cases, which is established in 28 U.S.C. § 1332(a); and

C. Pursuant to an agreement, dated, July 10, 2006, the parties agreed to arbitrate in the State of New York.

**The History of the Underlying Arbitration, the Award  
and Respondent's Failure to Pay the Amount Awarded**

5. The underlying arbitration was commenced on or about September 24, 2007 through the service and filing of petitioner's Demand for Arbitration and Statement of Claim (copy annexed, with proof of service in compliance with the rules of the American Arbitration Association, as Exhibit "B"). As is alleged in petitioner's State of Claim, the arbitration was brought pursuant to paragraph 7 of an Agreement between the parties, dated July 10, 2006, which specified that "For any dispute arising out of this Agreement, both parties agree to use the American Arbitration Association , NYC office for resolution, governed by the State of New

York.”

6. Respondent did not serve an Answer to petitioner’s Statement of Claim.

7. On or about March 7, 2008 documents in support of Petitioner’s claim were submitted to Michael L. Dornbaum, Esq., the Arbitrator appointed by the American Arbitration Association ( a copy of those papers, including the affidavits of John Chun and Kieran Pinney, both dated February 6, 2008, is annexed as Exhibit “C”).

8. Thereafter a statement concerning petitioner’s attorney’s fees and costs was submitted to Mr. Dornbaum by a letter dated April 7, 2008 ( a copy of which is annexed as Exhibit “D”).

9. Mr. Dornbaum’s Award (Exhibit “A”), which was issued on April 22, 2008, directed respondent to pay petitioner \$132,500.00 in damages, with interest to run at the statutory New York rate of 9% per annum from April 30, 2007. Mr. Dornbaum also awarded petitioner \$3,450.00 for petitioner’s attorney’s fees, and \$2,300.00 for costs, thereby increasing the total amount of the award to \$138,250.00 plus interest.

10. According to the Award, respondent was required to pay petitioner the total amount of the Award. However, respondent has not paid any part of the amount awarded to petitioner.

**Petitioner’s Entitlement to Confirmation of the Arbitrator’s Award**

10. Petitioner is therefore entitled to confirmation of the arbitrator’s Award under New York law pursuant to New York C.P.L.R. § 7510.

11. In addition, under New York law, petitioner is entitled to post-Award interest, through the date of judgment, at the rate of 9% per annum, pursuant to New York C.P.L.R. §§ 5001(a); 5002 and 5004.

12. The Court is respectfully referred to the accompanying affidavit of John Chun and its

annexed exhibits, in support of this Petition, and to the accompanying Memorandum of Law.

13. No prior applications for the relief sought in this Petition has been made to this, or any other Court.

**WHEREFORE**, petitioner, Franklin Hamilton, LLC, respectfully requests the Court to:

a) make and enter an Order confirming the arbitration award dated April 22, 2008; b) make and enter a judgment in favor of petitioner, and against defendant, in the amount of \$138,250.00.

with pre-judgment interest at the New York legal rate of 9% per annum from April 30, 2007, and petitioner's costs and disbursements in this proceeding, including reasonable attorney's fees, and

c) grant petitioner such other, further or different relief as the Court may deem to be just and proper.

Dated: New York, New York  
August 19, 2008

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